



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

March 29, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**NOTICE OF INTENTION TO PURCHASE UNIMPROVED REAL PROPERTY
IN THE MARSHALL CANYON AREA OF THE CITY OF LA VERNE
AND ADJACENT UNINCORPORATED AREA, C.P. 69483
(FIFTH DISTRICT) (4-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the acquisition of the above referenced real property is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve the attached Notice of Intention to purchase 50.88 acres of unimproved real property located in the Marshall Canyon area of the City of La Verne and the adjacent unincorporated area for a purchase price of \$2,310,000.
3. Approve the attached appropriation adjustment to establish C.P. 69483 in the Capital Projects/Refurbishment Budget in the amount of \$5,615,000, fully funded from grants from the State Wildlife Conservation Board and by the Safe Neighborhood Parks Proposition of 1996 to provide funding for the purchase of the subject properties and other nearby properties.
4. Instruct the Executive Officer of the Board of Supervisors to carry out the necessary legal advertising pursuant to Government Code Sections 25350 and 6063.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

IT IS FURTHER RECOMMENDED THAT, AT THE TIME OF CONSUMMATION, YOUR BOARD:

1. Order the purchase consummated in accordance with Section 25350 of the Government Code.
2. Approve and instruct the Chair of the Board to sign the attached Purchase and Sale Agreement with the Trust for Public Land (TPL).
3. Authorize the Chief Administrative Office (CAO) to execute any required documentation necessary to complete the transfer of title to the County of Los Angeles (County) and to accept the deed conveying title.
4. Authorize the Department of Parks and Recreation and the Auditor-Controller to deposit the required County matching funds into an escrow account with Chicago Title Company for its portion of the purchase price plus an amount not to exceed \$8,500 for escrow, title insurance, and closing costs.
5. Approve and instruct the Chair of the Board to sign the attached Agreement with the San Gabriel Mountains Regional Conservancy (SGMRC) to manage the acquired property.
6. Request the Assessor to remove the subject real property from the tax roll effective upon transfer of title.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to accomplish a transfer of title to 50.88 acres of unimproved real property (Assessor's parcels 8678-019-030 and 031 and 8678-023-026 and 027) located in the northerly portion of the City of La Verne and in the adjacent unincorporated area to the east of the City, from the Trust for Public Land to the County. The proposed acquisition will preserve open space and natural habitat and is a part of the Marshall Canyon Conservation Corridor along the front range of the San Gabriel Mountains, which when complete, will create a five-mile corridor of protected open space and natural habitat between San Dimas Canyon on the west and Mount Baldy Road in Claremont on the east.

On November 30, 2004, your Board approved a grant agreement with the State Wildlife Conservation Board (WCB) in the amount of \$5,358,500 for the acquisition of 12 unimproved parcels, including the four subject parcels. On February 24, 2005, the WCB awarded the County \$5,115,000. To satisfy a matching funds requirement of the WCB grant, the Regional Park and Open Space District, as a related item on today's agenda, is recommending that your Board approve and allocate \$500,000 for the proposed property acquisition from Fifth Supervisorial District County Excess funds.

In order to temporarily secure the properties to be acquired pending the County's submission of the grant application and the award of the WCB grant, TPL, in partnership with the County, has negotiated and secured purchase options from the private owners on all 12 parcels at TPL's expense. Based on the County's due diligence review of title, environmental site assessments, public safety assessments and physical condition and setting, we are recommending that the County proceed with the acquisition of the subject four parcels at this time. Upon your Board's approval of the acquisition after public hearing, TPL will exercise the purchase options on the subject four parcels and then convey fee title to the County. The remaining eight parcels are continuing to undergo further review and/or remediation, some or all of which may be recommended for acquisition at a future date.

In order to conserve County personnel and funding, the SGMRC, which possesses the requisite expertise and experience in the management of open space and natural habitat, has offered to manage and maintain the subject property in the attached Management Agreement effective upon the transfer of title to the County.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The proposed recommendations further the Board-approved County Strategic Plan Goal 1 (Service Excellence) and Goal 6 (Community Service) by enabling the preservation of open space and sensitive plant and wildlife habitat, and by expanding passive recreational opportunities in Los Angeles County. Your Board's approval of these recommendations will also further Goal 4 (Fiscal Responsibility) through public/private partnership involving the State, TPL, SGMRC, and the County to accomplish the acquisition of this property and to provide for long-term property management at no County cost.

FISCAL IMPACT/FINANCING

The attached appropriation adjustment will establish and fund C.P. No. 69483 in the amount of \$5,615,000, fully offset by the \$5,115,000 grant from the State WCB and \$500,000 of Fifth Supervisorial District County Excess Funds from the Regional Park and Open Space District.

A total of \$2,130,000 will be paid to TPL as monetary consideration for the purchase of the subject property, plus an amount not to exceed \$8,500 for escrow, title and related closing costs. The balance of the approved appropriation may be used to acquire the remaining eight parcels or other properties in the Marshall Canyon area in a second phase of acquisition.

OPERATING BUDGET IMPACT

Based on the current information and terms of the pending agreement, the Department of Parks and Recreation anticipates an annual cost of \$500 for special assessments levied on the subject property. As provided in the attached Management Agreement, the SGMRC will assume all property management responsibility, including all operating and maintenance costs, at its sole expense.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The subject property, as shown on the attached maps, consists of four Assessor parcels and contains a total area of 50.88 acres. Two of the parcels (8678-023-026 and 027), containing 28.29 acres, are located in the City of La Verne and are zoned PR1/5D which allows one single family residence at a density of one unit per five acres. The other two parcels (8678-019-030 and 031), containing 22.59 acres, are located in the unincorporated area between the City of La Verne on the west and the City of Claremont on the east and are zoned RA1, which allows one single family dwelling unit per acre. The total purchase price of \$2,130,000 for the subject properties is based on fair market value as established by outside appraisals, which have been reviewed and approved by the State Department of General Services.

The Department of Parks and Recreation has reviewed and concurs with the recommended actions. The CAO, pursuant to Government Code Section 65402, has provided notification to the City of La Verne and to the Regional Planning Department of the County's intent to purchase the subject properties. The Department of Public Works has reviewed and approved the preliminary title reports issued by Chicago Title Company, who will insure title, and it has reviewed Phase I environmental site assessments on subject parcels and concurs with the consultant's conclusions that no further investigations of surface and subsurface conditions are warranted. County Counsel has reviewed and approved as to form the attached Notice of Intention, Purchase and Sale Agreement, and Management Agreement.

The Honorable Board of Supervisors
March 29, 2005
Page 5

The remaining eight parcels are undergoing further evaluation and assessment which may include Phase II environmental investigation, drainage and debris flow analysis, removal of abandoned structures and securing of potential hazards to public safety, and clearing of certain title issues. All or some of these parcels may be determined to be acceptable at some future time and may be recommended for your Board's consideration to acquire.

ENVIRONMENTAL DOCUMENTATION

This acquisition is categorically exempt from CEQA pursuant to Sections 15316 (a) and 15325 (a) of the State CEQA Guidelines and Classes 16 and 25 of the County's Environmental Document Reporting Procedures and Guidelines.

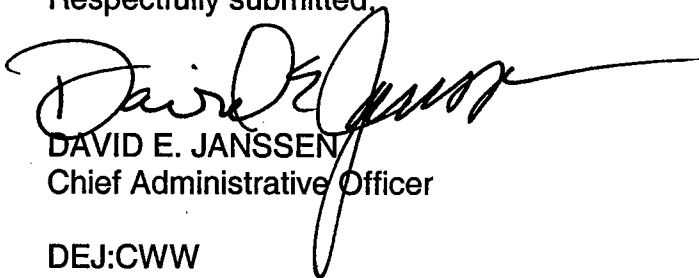
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will serve to increase passive recreational opportunities for the public and will have no impact on any other current County services or projects.

CONCLUSION

It is requested that the Executive Officer of the Board of Supervisors return duplicate conformed copies of the adopted Board letter, two certified copies of the Minute Order, and two original signature copies of the attached Purchase and Sale Agreement and Management Agreement.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
DS:pe

Attachments (5)

c: County Counsel
Department of Parks and Recreation
Assessor
Auditor-Controller

BK.
8675

8678 23

SCALE 1" = 60' (200')
TRA 5086
COUNTY OF LOS ANGELES
COPYRIGHT © 1993

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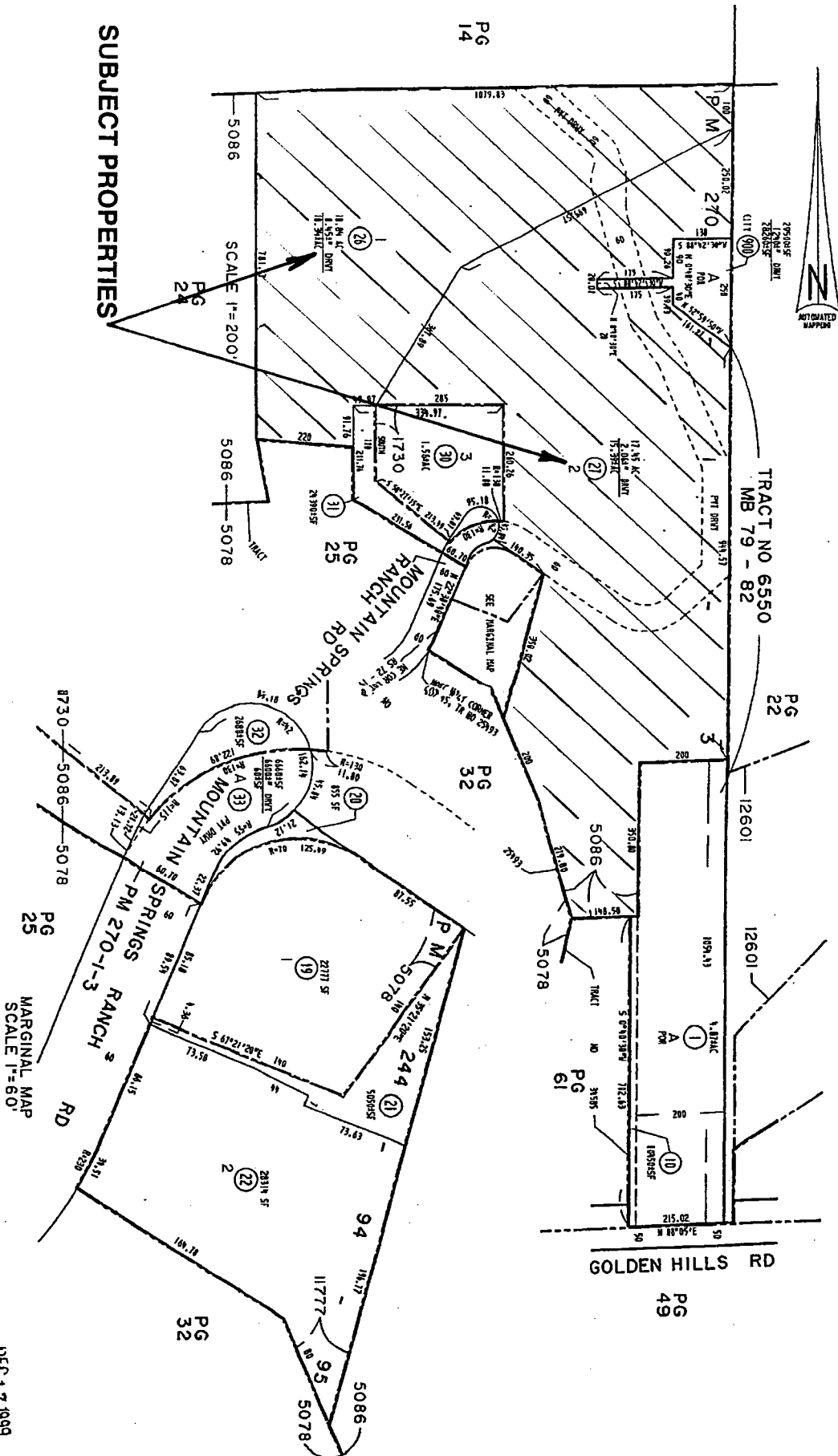
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MARSHALL CANYON ACQUISITION - ROBINSON-MISTRETTA PROPERTY



DEC 17 1999

BOARD OF
SUPERVISORS
OFFICIAL COPY

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COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT
DEPARTMENT OF PARKS AND RECREATION

DEPT'S.
No. 600 - 8

March 15, 2005

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF ADMINISTRATIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

4-VOTE MATTER

FISCAL YEAR 2004-05

SEE ATTACHED

JUSTIFICATION: The budget adjustment is necessary to establish C.P. No. 69483 and provide appropriation, offset by revenue, in the Department's Fiscal Year 04-05 Capital Project Budget to fund the acquisition of real property at Marshall Canyon Regional Park.

Ahmed Bahbah

Ahmed Bahbah, Accounting Officer III

CHIEF ADMINISTRATIVE OFFICER'S REPORT

REFERRED TO THE CHIEF
ADMINISTRATIVE OFFICER FOR

ACTION

APPROVED AS REQUESTED

AS REVISED

RECOMMENDATION

March 16, 2005

CHIEF ADMINISTRATIVE OFFICER

AUDITOR-CONTROLLER

BY

John Lee

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

19

**BUDGET ADJUSTMENT
FISCAL YEAR 2004-05**

4-VOTE MATTER

FINANCIAL SOURCES:

Department of Parks and Recreation
Marshall Canyon Regional Park (5)
Land Acquisition
Rev: State - Other/CP
A01 – PK – 69483 – 8752
\$5,115,000 Increases Revenue

Department of Parks and Recreation
Various 5th District Park (5)
Various 5th District Improvements
Building and Improvements
A01 – PK – 77112– 6014
\$500,000 Decrease Appropriation

Department of Parks and Recreation
Marshall Canyon Regional Park (5)
Land Acquisition
Rev: Reg Park and Open Space DT/CP
A01 – PK – 69483 – R400
\$500,000 Increases Revenue

FINANCIAL USES:

Department of Parks and Recreation
Marshall Canyon Regional Park (5)
Land Acquisition - *FIXED ASSETS*
A01 – PK – 69483 – 6006
\$5,615,000 Increases Appropriation

Department of Parks and Recreation
Various 5th District Park (5)
Various 5th District Improvements
Rev: Reg Park and Open Space DT/CP
A01 – PK – 77112– R400
\$500,000 Decreases Revenue

Justification: Adjustment is necessary to establish C.P. No. 69483 and provide appropriation, offset by revenue, in the Department's Fiscal Year 04-05 Capital Project Budget to fund the acquisition of real property at Marshall Canyon Regional Park.

BA# 282

Mike Jung
MARCH 15, 2005

**BUDGET ADJUSTMENT
FISCAL YEAR 2004-05**

4-VOTE MATTER

FINANCIAL SOURCES:

Department of Parks and Recreation
Marshall Canyon Regional Park (5)
Land Acquisition
Rev: State - Other/CP
A01 - PK - 69483 - 8752
\$5,115,000 Increases Revenue

Department of Parks and Recreation
Various 5th District Park (5)
Various 5th District Improvements
Building and Improvements
A01 - PK - 77112- 6014
\$500,000 Decrease Appropriation

Department of Parks and Recreation
Marshall Canyon Regional Park (5)
Land Acquisition
Rev: Reg Park and Open Space DT/CP
A01 - PK - 69483 - R400
\$500,000 Increases Revenue

FINANCIAL USES:

Department of Parks and Recreation
Marshall Canyon Regional Park (5)
Land Acquisition - *FIXED ASSETS*
A01 - PK - 69483 - 6006
\$5,615,000 Increases Appropriation

Department of Parks and Recreation
Various 5th District Park (5)
Various 5th District Improvements
Rev: Reg Park and Open Space DT/CP
A01 - PK - 77112- R400
\$500,000 Decreases Revenue

Justification: Adjustment is necessary to establish C.P. No. 69483 and provide appropriation, offset by revenue, in the Department's Fiscal Year 04-05 Capital Project Budget to fund the acquisition of real property at Marshall Canyon Regional Park.

Helen Jung

BA# 282

MARCH 15, 2005

**BUDGET ADJUSTMENT
FISCAL YEAR 2004-05**

4-VOTE MATTER

FINANCIAL SOURCES:

Department of Parks and Recreation
Marshall Canyon Regional Park (5)
Land Acquisition
Rev: State - Other/CP
A01 - PK - 69483 - 8752
\$5,115,000 Increases Revenue

Department of Parks and Recreation
Various 5th District Park (5)
Various 5th District Improvements
Building and Improvements
A01 - PK - 77112- 6014
\$500,000 Decrease Appropriation

Department of Parks and Recreation
Marshall Canyon Regional Park (5)
Land Acquisition
Rev: Reg Park and Open Space DT/CP
A01 - PK - 69483 - R400
\$500,000 Increases Revenue

FINANCIAL USES:

Department of Parks and Recreation
Marshall Canyon Regional Park (5)
Land Acquisition - *FIXED ASSETS*
A01 - PK - 69483 - 6006
\$5,615,000 Increases Appropriation

Department of Parks and Recreation
Various 5th District Park (5)
Various 5th District Improvements
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Justification: Adjustment is necessary to establish C.P. No. 69483 and provide appropriation, offset by revenue, in the Department's Fiscal Year 04-05 Capital Project Budget to fund the acquisition of real property at Marshall Canyon Regional Park.

Helen Jung
BA# 282 MARCH 15, 2005

**BUDGET ADJUSTMENT
FISCAL YEAR 2004-05**

4-VOTE MATTER

FINANCIAL SOURCES:

Department of Parks and Recreation
Marshall Canyon Regional Park (5)
Land Acquisition
Rev: State - Other/CP
A01 - PK - 69483 - 8752
\$5,115,000 Increases Revenue

Department of Parks and Recreation
Various 5th District Park (5)
Various 5th District Improvements
Building and Improvements
A01 - PK - 77112- 6014
\$500,000 Decrease Appropriation

Department of Parks and Recreation
Marshall Canyon Regional Park (5)
Land Acquisition
Rev: Reg Park and Open Space DT/CP
A01 - PK - 69483 - R400
\$500,000 Increases Revenue

FINANCIAL USES:

Department of Parks and Recreation
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Land Acquisition - *FIXED ASSETS*
A01 - PK - 69483 - 6006
\$5,615,000 Increases Appropriation

Department of Parks and Recreation
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Various 5th District Improvements
Rev: Reg Park and Open Space DT/CP
A01 - PK - 77112- R400
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Justification: Adjustment is necessary to establish C.P. No. 69483 and provide appropriation, offset by revenue, in the Department's Fiscal Year 04-05 Capital Project Budget to fund the acquisition of real property at Marshall Canyon Regional Park.

Helen Jung
BA# 282 , MARCH 15, 2005

**BUDGET ADJUSTMENT
FISCAL YEAR 2004-05**

4-VOTE MATTER

FINANCIAL SOURCES:

Department of Parks and Recreation
Marshall Canyon Regional Park (5)
Land Acquisition
Rev: State - Other/CP
A01 - PK - 69483 - 8752
\$5,115,000 Increases Revenue

Department of Parks and Recreation
Various 5th District Park (5)
Various 5th District Improvements
Building and Improvements
A01 - PK - 77112- 6014
\$500,000 Decrease Appropriation

Department of Parks and Recreation
Marshall Canyon Regional Park (5)
Land Acquisition
Rev: Reg Park and Open Space DT/CP
A01 - PK - 69483 - R400
\$500,000 Increases Revenue

FINANCIAL USES:

Department of Parks and Recreation
Marshall Canyon Regional Park (5)
Land Acquisition - *FIXED ASSETS*
A01 - PK - 69483 - 6006
\$5,615,000 Increases Appropriation

Department of Parks and Recreation
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Various 5th District Improvements
Rev: Reg Park and Open Space DT/CP
A01 - PK - 77112- R400
\$500,000 Decreases Revenue

Justification: Adjustment is necessary to establish C.P. No. 69483 and provide appropriation, offset by revenue, in the Department's Fiscal Year 04-05 Capital Project Budget to fund the acquisition of real property at Marshall Canyon Regional Park.

Helen Jung
BA# 282 , MARCH 15, 2005

NOTICE OF INTENTION
TO PURCHASE REAL PROPERTY

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California to purchase 50.88 acres of unimproved land in the Marshall Canyon area located in the City of La Verne and adjacent unincorporated area in the County of Los Angeles, State of California as legally described on the attached Exhibits "A-2" and "A-3" for the sum of TWO MILLION THREE HUNDRED TEN THOUSAND DOLLARS (\$2,310,000) from the fee simple owner, the Trust for Public Land, a California nonprofit public benefit corporation.

NOTICE IS HEREBY GIVEN that the purchase of real property will be consummated by the Board of Supervisors of the County of Los Angeles, State of California, on the _____ day of _____, 2005, at 9:30 a.m. in the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012. No obligation will arise against the County and in favor of the Seller with respect to the purchase of the property described herein until the Board of Supervisors approves the purchase on the named consummation date.

The foregoing Resolution was adopted on the _____ day of _____, 2005, by the Board of Supervisors of the County of Los Angeles, State of California.

VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors

By _____

APPROVED AS TO FORM
RAYMOND G. FORTNER
COUNTY COUNSEL

By Kathleen D. Felice
Deputy

EXHIBIT A-2

Muntz Property

Legal Description

PARCEL 1:

THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 29, SAID POINT MARKED BY A COUNTY ENGINEER'S MONUMENT AS SHOWN ON COUNTY SURVEYOR'S MAP B-2625;

THENCE SOUTH 89° 00' 13" WEST, 168.95 FEET ALONG THE NORTH LINE OF THE SAID SOUTHWEST QUARTER TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 89° 00' 13" WEST ALONG SAID NORTH LINE, 455.09 FEET TO A POINT THAT IS NORTH 89° 00' 13" EAST, 660.00 FEET FROM THE NORTHWEST CORNER OF SAID EAST HALF OF THE SAID SOUTHWEST QUARTER.

THENCE SOUTH 00° 25' 19" WEST PARALLEL TO THE WEST LINE OF THE SAID EAST HALF OF THE SAID SOUTHWEST QUARTER, 660.00 FEET;

THENCE SOUTH 89° 00' 13" WEST, 150.00 FEET;

THENCE SOUTH 29° 00' 00" EAST, 110.00 FEET;

THENCE SOUTH 15° 00' 00" EAST, 285.00 FEET;

THENCE SOUTH 32° 00' 00" WEST, 182.00 FEET;

THENCE SOUTH 03° 00' 00" EAST, 240.00 FEET;

THENCE SOUTH 38° 00' 00" WEST, 126.00 FEET;

THENCE SOUTH 13° 00' 00" WEST, 250.00 FEET;

THENCE SOUTH 19° 04' 40" EAST, 251.62 FEET TO THE LOS ANGELES COUNTY FLOOD CONTROL PROPERTY AS SHOWN ON COUNTY FLOOD MAP 20050-3;

THENCE NORTH 64° 55' 18" EAST, 138.06 FEET ALONG SAID COUNTY PROPERTY;

THENCE NORTH 79° 15' 56" EAST, 82.49 FEET ALONG SAID COUNTY PROPERTY;

THENCE NORTH 03° 07' 19" WEST, 100.79 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 85° 20' 07" EAST, 48.18 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 08° 04' 37" WEST, 60.50 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 81° 55' 23" EAST, 35.84 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 09° 54' 28" WEST, 120.36 FEET ALONG SAID COUNTY PROPERTY;

THENCE NORTH 80° 05' 32" WEST, 31.47 FEET ALONG SAID COUNTY PROPERTY;

THENCE NORTH 08° 04' 37" EAST, 17.85 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 60° 40' 32" WEST, 66.50 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 04° 06' 00" EAST, 397.30 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 51° 02' 46" WEST, 129.31 FEET THE NORTH LINE OF THAT PROPERTY OWNED BY THE LOS ANGELES DEPARTMENT OF WATER AND POWER DESCRIBED IN INSTRUMENT NO. 93-605911;

THENCE NORTH 89° 26' 10" EAST ALONG SAID NORTH LINE, 259.11 FEET TO THE WEST LINE OF THAT PROPERTY DESCRIBED IN BOOK 42449, PAGE 185, OF DEEDS RECORDED ON AUGUST 13, 1953;

THENCE NORTH 34° 59' 42" WEST ALONG SAID WEST LINE, 79.97 FEET;
THENCE NORTH 01° 41' 58" EAST ALONG SAID WEST LINE, 133.11 FEET;
THENCE NORTH 19° 48' 32" WEST ALONG SAID WEST LINE, 155.09 FEET;
THENCE NORTH 09° 54' 28" EAST ALONG SAID WEST LINE, 348.51 FEET;
THENCE NORTH 33° 47' 58" EAST ALONG SAID WEST LINE, 242.18 FEET;
THENCE NORTH 18° 06' 28" EAST ALONG SAID WEST LINE, 135.32 FEET;
THENCE NORTH 08° 00' 13" EAST ALONG SAID WEST LINE, 623.81 FEET;
THENCE NORTH 30° 34' 58" EAST ALONG SAID WEST LINE, 204.61 FEET;
THENCE NORTH 05° 12' 47" WEST ALONG SAID WEST LINE, 562.34 FEET;
THENCE NORTH 02° 24' 02" WEST ALONG SAID WEST LINE, 86.32 FEET;
THENCE NORTH 00° 41' 58" EAST, 57.64 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS SHOWN AS PARCEL 1 ON THAT CERTAIN CERTIFICATE OF COMPLIANCE "99-0137", RECORDED AUGUST 25, 2000 AS INSTRUMENT NO. 00-1339674.

PARCEL 2:

AN EASEMENT FOR WATER PUMP PURPOSES AND RIGHTS INCIDENTAL THERETO OVER THE NORTH 50 FEET OF THE WEST 50 FEET OF PARCEL 2 AS SHOWN ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED APRIL 22, 1999 AS INSTRUMENT NO. 99-704261, RECORDS OF SAID LOS ANGELES COUNTY.

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS, WATERLINE AND ELECTRIC LINE PURPOSES OVER A STRIP OF LAND, 30 FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 2 AS SHOWN ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED APRIL 22, 1999 AS INSTRUMENT NO. 99-704261; THENCE S00°25'19"W, 69.32 FEET ALONG THE EAST LINE OF SAID PARCEL 2 TO THE TRUE POINT OF BEGINNING; THENCE S29°56'22"W, 263.50 FEET; THENCE S48°52'01"W, 130.99 FEET; THENCE N89°59'17"W, 403.71 FEET TO A POINT; THENCE N00°14'55"E, 372.74 FEET TO THE NORTH LINE OF SAID PARCEL 2.

22.59 acres ±

EXHIBIT A-3

Robinson Property

Legal Description

PARCEL A:

PARCELS 1 AND 2 OF PARCEL MAP NO. 20401, IN THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 270, PAGES 1 THROUGH 3 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL A1:

AN EASEMENT FOR INGRESS AND EGRESS AND FOR UTILITY PURPOSES OVER THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF LOT "A", TRACT 8550, IN THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 79 PAGE 82 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 00° 42' 30" WEST 350.02 FEET; THENCE SOUTH 88° 44' 30" WEST 130.00 FEET; THENCE SOUTH 00° 42' 30" WEST 90.26 FEET; THENCE SOUTH 88° 44' 30" WEST 65.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 16° 19' 32" EAST 20.71 FEET; THENCE SOUTH 88° 44' 30" WEST 62.14 FEET; THENCE NORTH 16° 19' 32" WEST 20.71 FEET; THENCE NORTH 88° 44' 30" EAST 62.14 FEET TO THE TRUE POINT OF BEGINNING.

28.29 acres ±

AGREEMENT OF PURCHASE AND SALE
(Marshall Canyon Assemblage)

This Agreement of Purchase and Sale (this "Agreement") is made and entered into as of _____, 2005 by and between **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation, ("TPL") and **COUNTY OF LOS ANGELES**, a political subdivision of the State of California ("County"). TPL and County together may be collectively referred to as "the Parties" hereinafter.

RECITALS

A. The addresses and telephone numbers of the parties to this Agreement are set forth below. Telephone and facsimile numbers are included for information only.

TPL:

The Trust for Public Land
Western Regional Office
116 New Montgomery, 3rd Floor
San Francisco, CA 94105
Attn: M. Holly Haugh, Esq.
Tel: (415) 495-5660, ext. 491
Fax: (415) 495-0541

COUNTY:

Chief Administrative Office
County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attn: Don Simpson
Tel: (213) 974-4262
Fax: (213) 613-0848

Copies of any notice to TPL shall also be sent to:

The Trust for Public Land
Western Regional Office
116 New Montgomery, 3rd Floor
San Francisco, CA 94105
Attn: Brady Moss
Tel: (415) 495-5660 ext. 384
Fax: (415) 495-0541

Copies of any notice to County should also be sent to:

Office of the County Counsel
County of Los Angeles
648 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Attn: Kathleen Dougherty Felice, Senior
Deputy County Counsel
Tel: (213) 974-1860
Fax: (213) 617-7182

B. TPL has entered into agreements (the "TPL Option Agreements") with the current owners ("Owner(s)") of two Properties (as defined below) which are the subject of this Agreement of Purchase and Sale. Under the TPL Option Agreements, TPL has the option to purchase, subject to certain terms and conditions, the properties located in Los Angeles County, California, which options (each individually, the "Option", or collectively, the "Options") and the real property subject thereto (each individually, the "Property", or collectively, the "Properties") are more particularly described in Exhibits A-1 and A-2 attached hereto. The Properties include any and all improvements, fixtures, timber, water, oil, gas and minerals located in and on it, and all rights appurtenant to it, including, but not limited to, timber rights, water rights, grazing rights, access rights and oil, gas and mineral rights. TPL has delivered to the County and the County acknowledges receipt of copies of the Options. The individual Options may be referred to herein as the Muntz Option (Exhibit A-1), and the Robinson Option (Exhibit A-2).

C. Pursuant to the terms of this Agreement, County and TPL may elect to proceed with the purchase and sale of one of the Properties if the County disapproves of the condition of the other Property or lacks funding to acquire any one or the other of the Properties. Those Properties which County and TPL approve for acquisition pursuant to the terms of Section 6.2 below shall be referred to herein as the "Approved Properties".

D. County wishes to purchase the Properties from TPL and TPL wishes to sell the Properties to County on the terms and subject to the conditions set forth in this Agreement. The purpose of this purchase and sale is to enable the parties to this Agreement to preserve open space and natural habitat in the San Gabriel Mountains and to provide passive recreational opportunities to be open and available to the public.

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale.** Subject to satisfaction of the conditions to closing set forth in Section 2 below, TPL agrees to sell to County, and County agrees to purchase from TPL, the Approved Properties (defined herein) on the terms and conditions set forth herein. The date on which all parties have executed this Agreement shall be the "Effective Date".

2. **Conditions to Closing.** The Parties' respective obligations to close the purchase and sale of the Properties shall be conditioned upon all of the following ("Conditions to Closing"):

2.1 TPL's Conditions:

A. TPL's receipt of all necessary approvals and authorizations to bind TPL to the obligations, terms and conditions contained herein. ***TPL shall have its duly authorized officer execute this Agreement and deliver the Agreement to the County for submission to its Board of Supervisors no later than March 16. The Agreement*** shall subsequently be confirmed by resolution of the Executive Committee or the Project Review Committee of the Board of Directors for TPL. A copy of said resolution and/or formal action shall be provided to the County and the Escrow Holder (as defined below). TPL shall use best efforts to accomplish the foregoing as soon as reasonably practicable but not later than April 21, 2005. Said approval is

subject to the sole and absolute discretion of TPL's Executive Committee or Project Review Committee.

B. TPL's prior acquisition of the respective Property which is subject to the terms and conditions of the applicable TPL Option Agreement.

2.2 County's Conditions:

A. The County's receipt of all necessary approvals and authorizations to bind the County to the obligations, terms and conditions contained herein. Said approvals and authorizations shall be confirmed by legally appropriate formal action of the County, subsequent to all required meeting(s), notices, and public hearings. A copy of said resolution and/or formal action shall be provided to TPL and the Escrow Holder (as defined below). The County shall use best efforts to accomplish the foregoing as soon as reasonably practicable but not later than April 26, 2005. Said approvals are subject to the sole and absolute discretion of the County's Board of Supervisors.

B. County's receipt and approval of the funds that are to be used for acquisition of the Property to be evidenced by a grant agreement between County and the California State Wildlife Conservation Board and matching County funds, on or before April 26, 2005.

If any Condition to Closing is not satisfied or waived by the party for whose benefit it exists, said benefited party may terminate this Agreement by written notice to the other party, in which event the Parties shall have no further obligation to each other under this Agreement except as otherwise provided herein.

3. Purchase Terms.

3.1 Purchase Price. TPL will sell the Approved Properties to County for a purchase price (the "Purchase Price") allocable to each Approved Property as set forth on Exhibit B attached hereto. TPL has provided County with narrative written appraisals of the Properties more particularly described on Exhibit C attached hereto (the "Appraisal(s)").

3.2 Method of Payment. The Purchase Price for each Approved Property will be paid in cash at the close of escrow for the respective Property.

4. Title.

4.1 Deed. TPL will convey to County by grant deed, marketable, fee simple title to each of the Approved Properties.

4.2 Title. County acknowledges that it has received those certain Preliminary Title Reports more particularly described on Exhibit D attached hereto covering the Properties (the "Title Reports") together with copies of all of the documents referred to therein as exceptions. The County approves the condition of title and exceptions set forth in the Title Reports except as

set forth in this Section 4.2. TPL shall convey to County fee simple title to the approved Properties free and clear of all exclusions, reservations, conditions, covenants, monetary liens or encumbrances, including deeds of trust, except: (a) the lien for nondelinquent real property taxes; (b) the exceptions set forth in the Title Reports listed in Exhibit D attached hereto but not including exceptions A, B and C on the Muntz Title Report or exceptions 1, 2, 3, 4, 5, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 on the Robinson Title Report, which exceptions are Unpermitted Exceptions and are also listed on Exhibit D attached hereto; (c) the standard printed exceptions or exclusions on the form of title insurance policy issued pursuant to Section 4.3 except as set forth above; and (d) any other matters approved by the County in writing (collectively, the "Permitted Exceptions").

TPL shall make all reasonable efforts to remove any exceptions to title other than the Permitted Exceptions ("Unpermitted Exceptions") on or before the Close of Escrow. If TPL is unable to remove any Unpermitted Exception, the County may elect to terminate this Agreement as to the Approved Property subject to said Unpermitted Exception or waive its objection, and approve the Unpermitted Exception in writing by notice to Escrow Holder (as hereinafter defined).

4.3. Title Policy. TPL will cause Escrow Holder to provide County with a CLTA owner's title policy in the full amount of the Purchase Price for each Approved Property, insuring that title to the Approved Property is vested in County upon close of escrow subject only to the Permitted Exceptions approved by County pursuant to Section 4.2 above. County will pay the premium on the policies of title insurance. The County shall pay any additional premium for an ALTA extended policy of title insurance that the County may elect to obtain and the County shall pay for any survey required for such a policy.

4.4 Possession. TPL will deliver possession of each Approved Property to County at close of escrow for said Approved Property, free and clear of anyone in possession.

5. Escrow and Closing.

5.1 Escrow Holder. The parties will open an escrow with Chicago Title Company (the "Escrow Holder"), 388 Market Street, Suite 1300, San Francisco, CA 94111, Attention: Terry Duwel, Telephone (415) 788-0871, Fax: (415) 399-0940, for the purpose of closing the purchase and sale of the Approved Properties.

5.2 Closing. Escrow for all of the Approved Properties will close on or before May 15, 2005 (the "Final Closing Date"). Closing may occur on different dates for any and all of the Approved Properties provided that the last closing shall be no later than the Final Closing Date.

5.3 Closing Costs and Prorations. The Parties agree to pay closing fees and expenses as follows:

A. Escrow Holder shall prorate all real property taxes, if any, which are a lien and/or unpaid as of the Close of Escrow according to the formula adopted by the Los Angeles County Assessor's Office and deduct TPL's portion from TPL's proceeds. The tax amount

withheld will be made payable to the County Auditor-Controller's Office following the Close of Escrow. Any taxes which have been prepaid by TPL shall not be prorated, but TPL shall have the sole right, after Closing, to apply to the Los Angeles County Treasurer for refund of the taxes attributable to the period after acquisition pursuant to the Revenue and Taxation Code Section 5096.7;

B. The County shall pay the cost of title insurance in accordance with Section 4.3 above;

C. The County shall pay all escrow and recording fees; and

D. All other fees and charges shall be allocated in accordance with the customary practice of Los Angeles County.

6. Condition of Property.

6.1 Due Diligence

A. County acknowledges the following:

(i) County has had the opportunity to study all aspects or circumstances of the Properties, which County deems material or relevant; and

(ii) County acknowledges that it has received the TPL Option Agreements described in Exhibits A-1 and A-2, the Appraisals described in Exhibit C, the Title Reports described in Exhibit D, and the Phase I Environmental Site Assessments for each of the Properties obtained by TPL and additional environmental reports addressing certain of the Properties, more particularly described in Exhibit F attached hereto (the "Environmental Assessment Reports"), which documents are referred to as the Reports. TPL makes no representation or warranties as to the accuracy, completeness or conclusions of said Reports; and

(iii) County has had access to the Properties to conduct such inspections and investigations as County thinks appropriate, including, without limitation, making an environmental assessment of the soils, waters and improvements on the Properties at County's cost and expense. County has provided TPL and the Owners forty-eight (48) hour notice in advance of any inspection. County shall indemnify and defend TPL and the Owners against and hold TPL and the Owners harmless from any and all loss, cost, liability and expense (including reasonable attorneys' fees and costs and specifically including keeping the Properties free from mechanic's or material supplier liens) arising out of the activities of County on the Properties prior to the close of escrow for each Property, except and to the extent the same are caused by the negligence or willful misconduct of TPL, the Owners their agents and/or the tenants in possession of portions of the Properties, if any, said obligation will survive the Close of Escrow or earlier termination of this Agreement; and

(iv) County has had the opportunity to make all inspections and verifications which County deems necessary for the completion of County's due diligence review for the transaction covered by this Agreement.

B. TPL represents and warrants that it has disclosed to County in the Reports or otherwise in writing all of the following, if any, of which TPL has actual knowledge: (i) any suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against the Property, (ii) any condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, including any Hazardous Substances (as defined in Section 6.3), and (iii) any structures on the Properties; and TPL has delivered to County all documents and records now or at any time in its possession or available to and known by TPL that pertain to the Properties and each of them.

County acknowledges and agrees that TPL makes no representations or warranties as to the physical condition of the Properties or in connection with any matter relating to the condition, value, fitness, use or zoning on which County has relied directly or indirectly. County further acknowledges and agrees that, TPL's cooperation with County in connection with County's due diligence review of the Property, whether by providing the Reports or any other documents, or permitting inspection of the Properties, shall not be construed as any warranty or representation, express, implied or statutory, of any kind with respect to the condition of the Property.

C. In the event County proceeds to close the conveyance of the Properties, then County acknowledges and agrees that it is accepting the Properties based solely upon County's own inspection and investigation of the physical condition of the Properties and all documents related thereto, including subsurface conditions, and the operative or proposed governmental laws and regulations affecting or applicable to the Properties.

6.2 Approval of Condition of Property. County approves the environmental and other condition of each of the Properties, disclosed to or discovered by County.

At any time prior to the date of the County Board of Supervisor's approval of this transaction as provided in Section 2B above but not later than April 26, 2005, County may chose to terminate this Agreement by written notice to TPL as to one or more of the Properties due to the lack of acquisition funding for such Property(ies).

If County terminates this Agreement as to either of the Properties as provided above, said Property shall be a "Disapproved Property" and shall not be an Approved Property. If County approves the condition of any of the Properties or fails to terminate the Agreement as to said Property, said Property shall be an "Approved Property".

6.3 "AS-IS" Sale. Subject to satisfaction or waiver of the contingencies specified in Section 2 of this Agreement, and except as set forth in this Agreement to the contrary including Exhibits E, the County acknowledges and agrees that each of the Approved Properties is to be conveyed and accepted by the County in its present condition "AS IS". The County agrees to

accept the Approved Properties without any warranties or representations of TPL, expressed or implied regarding their condition, including without limitation, the physical condition of the soil, the presence of Hazardous Substances (as defined below), other physical characteristics, and compliance with any statutes, ordinances or regulations; exact acreage and boundary lines, extent and nature of conditions, restrictions or encumbrances to title, location of easements and rights of way, encroachments, access, water supply and drainage. Any documents or reports furnished to the County by TPL relating to the Properties including, without limitation, the Environmental Assessment Reports, shall be deemed furnished as a courtesy to the County, without warranty from TPL. This "AS-IS" provision shall not be interpreted to negate the implied covenants contained in the grant deed executed by TPL to convey title to the Properties.

The term "Hazardous Substance(s)" as used in this Agreement means any substance which is: (1) defined as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law; (2) a petroleum hydrocarbon, including crude oil or any fraction thereof; (3) hazardous, toxic, corrosive, flammable, explosive, infectious, radioactive, carcinogenic, or reproductive toxicant; (4) regulated pursuant to any Environmental Law(s); (5) any pesticide regulated under state or federal law; or (6) any tank or container which contains or previously contained any Hazardous Substance(s). The term "Environmental Law(s)" means each and every federal, state, and local law, statute, ordinance, regulation, rule, judicial or administrative order or decree, permit, license, approval, authorization or similar requirement of each and every federal, state and local governmental agency or other governmental authority, pertaining to the protection of human health and safety or the environment, now and forever.

7. Representations.

7.1 TPL's Representations. TPL makes the following representations:

A. No later than the close of escrow, if conditions to closing set forth in Section 2 of this Agreement are satisfied or waived, TPL will have the power to sell, transfer and convey all right, title and interest in and to the Approved Properties in accordance with this Agreement.

B. TPL is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code. TPL's United States Taxpayer Identification Number is 23-7222333.

7.2 County's Representations. County makes the following representation:

A. Subject to required resolutions, notices, meetings and hearings upon approval by the County's Board of Supervisors and passage of appropriate formal action authorizing the County's execution of this Agreement within the time period referred to hereinabove, and subject to satisfaction or waiver of the contingencies specified in Section 2 of this Agreement, the County will have full power and authority to enter into this Agreement, and to purchase and acquire all right, title and interest in and to the Approved Properties in accordance with this Agreement and shall be bound to the terms and conditions confined herein.

8. **TPL's Promise Not to Further Encumber.** Except as allowed by this Agreement or approved in advance in writing by County, during the term of this Agreement, TPL promises not to make or allow to be made any leases, contracts, options or agreements whatsoever affecting the Properties which would in any manner impede TPL's ability to perform hereunder and deliver title as agreed herein.

9. **Remedies Upon Default.** In the event either party defaults in the performance of any of its obligations under this Agreement, the other party shall be entitled to pursue such remedies as are provided in this Agreement or by law or equity.

10. **Miscellaneous Terms.**

10.1 **Notices.** All notices required or permitted under this Agreement will be in writing and delivered to the parties by facsimile transmission, personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses stated in Recital A. All notices will be considered given: (a) if sent by mail, when deposited in the mail, first class postage prepaid, addressed to the party to be notified; (b) if delivered by hand, courier service or Express Mail, when delivered; or (c) if transmitted by facsimile, when transmitted. The parties may, by notice as provided above, designate a different address to which notice will be given.

10.2 **Broker's Commission.** Each party represents to the other that it has not used a real estate broker in connection with this Agreement or the transactions contemplated by this Agreement. In the event any person a claim for a broker's commission or finder's fee against one of the parties, the party on account of whose actions the claim is asserted will indemnify and hold the other party harmless from and against the claim. The indemnification obligation will survive the close of escrow or earlier termination of this Agreement.

10.3 **Time of the Essence; Dates.** Time is of the essence of this Agreement. If any date specified in this Agreement falls on Saturday, Sunday or a public holiday, that date will be considered to be the succeeding day on which public agencies and major banks are open for business.

10.4 **Binding on Successors.** This Agreement will be binding not only on the parties but also on their respective successors, heirs and assigns.

10.5 **Additional Documents.** TPL and County agree to sign such additional documents, including escrow instructions, as may be reasonable and necessary to carry out the provisions of this Agreement.

10.6 **Interpretation.** This Agreement will be interpreted without regard to any presumption or other rule of interpretation based on who drafted the Agreement.

10.7 **Amendment.** No amendment of this Agreement will be binding unless in writing and signed by the parties.

10.8 Waiver. No waiver of any term of this Agreement will be considered a waiver of any other term, whether or not similar, nor will any waiver be considered a continuing waiver. No waiver will be binding unless in writing and signed by the party making the waiver.

10.9 Severability. Each term of this Agreement is severable from any and all other terms of this Agreement. Should any term of this Agreement be for any reason unenforceable, the balance will still be of full force and effect.

10.10 No Merger. The obligations contained in this Agreement, except for those specifically discharged in escrow (such as conveyance of title to the Property, and delivery of money and documents in the escrow), will not merge with transfer of title but will remain in effect until fulfilled.

10.11 Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of California.

10.12 Entire Agreement. This Agreement is the entire agreement between the parties about the Property and supersedes all prior and contemporaneous agreements, representations, and understandings.

10.13 Exhibits. The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference.

- A-1 Description of Option and Legal Description of the Muntz Property
- A-2 Description of Option and Legal Description of the Robinson Property
- B Purchase Prices for the Properties
- C Appraisal of the Muntz and Robinson Property
- D Title Reports dated September 17, 2004 (Robinson Property) and October 13, 2004 (Muntz Property)
- E Unpermitted Exceptions
- F Environmental Assessment Reports

10.14 Counterparts. This Agreement may be signed in counterparts, each of which will be considered an original and which together will constitute one and the same agreement. This Agreement may also be executed and delivered via facsimile and a facsimile signature shall have the same legal effect as an original signature.

[THIS SPACE INTENTIONALLY LEFT BLANK]

10.15 Signage. Any project signage erected on the Properties shall acknowledge that the acquisition of the park site was completed with the help of The Trust For Public Land.

IN WITNESS WHEREOF, TPL has executed this Agreement or caused it to be duly executed, and County, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk, the day, month, and year first above written.

TPL:

THE TRUST FOR PUBLIC LAND, a
California nonprofit public benefit
corporation

By: 100. [Signature]

Title: Vice President

Date: March 15, 2005

COUNTY:

COUNTY OF LOS ANGELES, a political
subdivision of the State of California

By: _____
Chair, Gloria Molina Board of
Supervisors

Attest:
Violet Varona-Lukens
Executive Officer-Clerk of the
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By: Kathleen D. Felice
Kathleen Dougherty Felice
Senior Deputy County Counsel

EXHIBIT A-1

Muntz Property

Option Agreement between Richard R. Muntz and Alice H. Muntz, husband and wife, as joint tenants ("Seller") and The Trust for Public Land ("Buyer") dated December 17, 2004 for approximately 23 acres of real property described as follows:

Legal Description

PARCEL 1:

THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 29, SAID POINT MARKED BY A COUNTY ENGINEER'S MONUMENT AS SHOWN ON COUNTY SURVEYOR'S MAP B-2625;

THENCE SOUTH 89° 00' 13" WEST, 168.95 FEET ALONG THE NORTH LINE OF THE SAID SOUTHWEST QUARTER TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 89° 00' 13" WEST ALONG SAID NORTH LINE, 455.09 FEET TO A POINT THAT IS NORTH 89° 00' 13" EAST, 660.00 FEET FROM THE NORTHWEST CORNER OF SAID EAST HALF OF THE SAID SOUTHWEST QUARTER.

THENCE SOUTH 00° 25' 19" WEST PARALLEL TO THE WEST LINE OF THE SAID EAST HALF OF THE SAID SOUTHWEST QUARTER, 660.00 FEET;

THENCE SOUTH 89° 00' 13" WEST, 150.00 FEET;

THENCE SOUTH 29° 00' 00" EAST, 110.00 FEET;

THENCE SOUTH 15° 00' 00" EAST, 285.00 FEET;

THENCE SOUTH 32° 00' 00" WEST, 182.00 FEET;

THENCE SOUTH 03° 00' 00" EAST, 240.00 FEET;

THENCE SOUTH 38° 00' 00" WEST, 126.00 FEET;

THENCE SOUTH 13° 00' 00" WEST, 250.00 FEET;

THENCE SOUTH 19° 04' 40" EAST, 251.62 FEET TO THE LOS ANGELES COUNTY FLOOD CONTROL PROPERTY AS SHOWN ON COUNTY FLOOD MAP 20050-3;

THENCE NORTH 64° 55' 18" EAST, 138.06 FEET ALONG SAID COUNTY PROPERTY;

THENCE NORTH 79° 15' 56" EAST, 82.49 FEET ALONG SAID COUNTY PROPERTY;

THENCE NORTH 03° 07' 19" WEST, 100.79 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 85° 20' 07" EAST, 48.18 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 08° 04' 37" WEST, 60.50 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 81° 55' 23" EAST, 35.84 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 09° 54' 28" WEST, 120.36 FEET ALONG SAID COUNTY PROPERTY;

THENCE NORTH 80° 05' 32" WEST, 31.47 FEET ALONG SAID COUNTY PROPERTY;

THENCE NORTH 08° 04' 37" EAST, 17.85 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 60° 40' 32" WEST, 66.50 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 04° 06' 00" EAST, 397.30 FEET ALONG SAID COUNTY PROPERTY;
THENCE SOUTH 51° 02' 46" WEST, 129.31 FEET THE NORTH LINE OF THAT PROPERTY OWNED BY THE LOS ANGELES DEPARTMENT OF WATER AND POWER DESCRIBED IN INSTRUMENT NO. 93-605911;

THENCE NORTH 89° 26' 10" EAST ALONG SAID NORTH LINE, 259.11 FEET TO THE WEST LINE OF THAT PROPERTY DESCRIBED IN BOOK 42449, PAGE 185, OF DEEDS RECORDED ON AUGUST 13, 1953;

THENCE NORTH 34° 59' 42" WEST ALONG SAID WEST LINE, 79.97 FEET;
THENCE NORTH 01° 41' 58" EAST ALONG SAID WEST LINE, 133.11 FEET;
THENCE NORTH 19° 48' 32" WEST ALONG SAID WEST LINE, 155.09 FEET;
THENCE NORTH 09° 54' 28" EAST ALONG SAID WEST LINE, 348.51 FEET;
THENCE NORTH 33° 47' 58" EAST ALONG SAID WEST LINE, 242.18 FEET;
THENCE NORTH 18° 06' 28" EAST ALONG SAID WEST LINE, 135.32 FEET;
THENCE NORTH 08° 00' 13" EAST ALONG SAID WEST LINE, 623.81 FEET;
THENCE NORTH 30° 34' 58" EAST ALONG SAID WEST LINE, 204.61 FEET;
THENCE NORTH 05° 12' 47" WEST ALONG SAID WEST LINE, 562.34 FEET;
THENCE NORTH 02° 24' 02" WEST ALONG SAID WEST LINE, 86.32 FEET;
THENCE NORTH 00° 41' 58" EAST, 57.64 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS SHOWN AS PARCEL 1 ON THAT CERTAIN CERTIFICATE OF COMPLIANCE "99-0137", RECORDED AUGUST 25, 2000 AS INSTRUMENT NO. 00-1339674.

PARCEL 2:

AN EASEMENT FOR WATER PUMP PURPOSES AND RIGHTS INCIDENTAL THERETO OVER THE NORTH 50 FEET OF THE WEST 50 FEET OF PARCEL 2 AS SHOWN ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED APRIL 22, 1999 AS INSTRUMENT NO. 99-704261, RECORDS OF SAID LOS ANGELES COUNTY.

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS, WATERLINE AND ELECTRIC LINE PURPOSES OVER A STRIP OF LAND, 30 FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 2 AS SHOWN ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED APRIL 22, 1999 AS INSTRUMENT NO. 99-704261;
THENCE S00°25'19"W, 69.32 FEET ALONG THE EAST LINE OF SAID PARCEL 2 TO THE TRUE POINT OF BEGINNING; THENCE S29°56'22"W, 263.50 FEET; THENCE S48°52'01"W, 130.99 FEET; THENCE N89°59'17"W, 403.71 FEET TO A POINT; THENCE N00°14'55"E, 372.74 FEET TO THE NORTH LINE OF SAID PARCEL 2.

END OF LEGAL DESCRIPTION

EXHIBIT A-2

Robinson Property

Option Agreement between Deborah Lynn Robinson, as Trustee of the Deborah Lynn Robinson Revocable Trust, established March 6, 2003 and Frank J. Mistretta, Sr., and Margaret Mistretta, a husband and wife (collectively, "Seller") and The Trust for Public Land ("Buyer") dated October 31, 2004 for approximately 27 acres of real property described as follows:

Legal Description

PARCEL A:

PARCELS 1 AND 2 OF PARCEL MAP NO. 20401, IN THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 270, PAGES 1 THROUGH 3 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL A1:

AN EASEMENT FOR INGRESS AND EGRESS AND FOR UTILITY PURPOSES OVER THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF LOT "A", TRACT 8550, IN THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 79 PAGE 82 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 00° 42' 30" WEST 350.02 FEET; THENCE SOUTH 88° 44' 30" WEST 130.00 FEET; THENCE SOUTH 00° 42' 30" WEST 90.26 FEET; THENCE SOUTH 88° 44' 30" WEST 65.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 16° 19' 32" EAST 20.71 FEET; THENCE SOUTH 88° 44' 30" WEST 62.14 FEET; THENCE NORTH 16° 19' 32" WEST 20.71 FEET; THENCE NORTH 88° 44' 30" EAST 62.14 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

Purchase Prices for the Properties

Muntz Property	\$ 860,000.00
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Robinson Property	\$1,450,000.00
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EXHIBIT C

Appraisals Delivered to County

Appraisal of Muntz Property dated November 8, 2004 by Karen Davidson, MAI.

Appraisal of Robinson Property dated November 7, 2004 by Thomas W. Erickson, MAI.

EXHIBIT D

Title Reports Delivered to County

Muntz Property Preliminary Title Report dated as of October 13, 2004 under Order No. 41031380-X59 from Chicago Title Company.

Robinson Property Preliminary Title Report dated as of September 17, 2004 under Order No. 41031286-X59 from Chicago Title Company.

EXHIBIT E

Unpermitted Exceptions

Muntz Property: Exceptions A, B and C on the Title Report listed on Exhibit D.

Robinson Properties: Exceptions 1, 2, 3, 4, 5, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26 on the Title Report listed in Exhibit D.

EXHIBIT F

Environmental Assessment Reports

Phase I Environmental Assessment for the Muntz Property dated February 11, 2005, prepared by Rincon Consultants, Inc. for The Trust for Public Land

Phase I Environmental Assessment for the Robinson/Mistretta Property dated February 11, 2005, prepared by Rincon Consultants, Inc. for The Trust for Public Land

Recording Requested by
And When Recorded Mail to:

County of Los Angeles
Board of Supervisors
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

This Document is Exempt from Recording Fees
Pursuant to Government Code Sections 6103 and 27383

MANAGEMENT AGREEMENT AND COVENANT RUNNING WITH THE LAND

This Management Agreement and Covenant is made and entered into this _____ day of _____, 2005, by and between the County of Los Angeles (County) and the San Gabriel Mountains Regional Conservancy (SGMRC), a California public benefit, non-profit corporation.

PREMISES

- A. County is the owner of certain real property in the County of Los Angeles, State of California more fully described on Exhibits "A-2" and "A-3" hereto, (the "Property"), having acquired the Property by means of a grant from the California Wildlife Conservation Board (WCB). The Property consists of 50.88± acres of undeveloped land in its natural state within an area known as the Marshall Canyon Conservation Corridor (MCCC). The County is charged with the duty of managing the Property and maintaining it in that natural state.
- B. The Property is located on the front range of the San Gabriel Mountains east of the San Gabriel River and north of the cities of La Verne and Claremont.
- C. County does not have the personnel or funds necessary to provide management for the Property.
- D. SGMRC has the ability, and is willing, to provide management for the Property, and County desires assurances that the Property will be managed and operated in a manner which will not result in injury to its resource value as natural open space and habitat.

NOW THEREFORE, it is agreed to as follows:

1. **APPOINTMENT OF MANAGER.** County hereby appoints SGMRC as exclusive manager of the Property and grants to SGMRC sole and exclusive rights to manage and control the Property during the term hereof.
2. **ACCEPTANCE OF APPOINTMENT.** In consideration of the County entering into a funding agreement with the WCB and acquiring the property for wildlife habitat preservation purposes, SGMRC accepts such appointment to manage the Property.
3. **DUTIES OF MANAGER.** SGMRC agrees to use, operate, manage, control and maintain the Property for the purposes of wildlife habitat preservation, restoration and management, wildlife-oriented education and research, and for compatible public or private uses, all as may be consistent with wildlife habitat preservation and protection of sensitive biological resources, complying at all times with the provisions of Paragraph 10. It is understood that SGMRC will manage the Property for the benefit of the residents of Los Angeles County, with equal access provided to residents of incorporated and unincorporated areas. SGMRC shall comply with all applicable requirements of local fire protection agencies and shall use its best efforts to keep the Property free of trash and debris. SGMRC shall have the right to close the Property to the general public only in cases where public health and safety is of concern, including rules for fire closure and other emergencies, which are consistent with the policies of local fire protection agencies in the County.
4. **INDEMNIFICATION.** SGMRC shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses, (including attorney and expert witness fees), arising from or connected with SGMRC's acts and/or omissions from and/or relating to this Agreement.
5. **GENERAL INSURANCE REQUIREMENTS.** Without limiting SGMRC's indemnification of County and during the term of this Agreement, SGMRC shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at SGMRC's own expense:

A. Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Los Angeles County Department of Parks and Recreation: Attention: Chief of Planning at 510 South Vermont Avenue, Second Floor, Los Angeles CA 90020-1979 prior to commencing services under this Agreement. Such certificates or other

evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

B. Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County. Such approval shall not be unreasonably withheld or delayed.

C. Failure to Maintain Coverage: Failure by SGMRC to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement.

D. Notification of Incidents, Claims or Suits: SGMRC shall report to County:

- (1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against SGMRC and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (2) Any third party claim or lawsuit filed against SGMRC arising from or related to services performed by SGMRC under this Agreement.

E. Compensation for County Costs: In the event that SGMRC fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, SGMRC shall pay full compensation for all costs incurred by County.

5A. INSURANCE COVERAGE REQUIREMENTS.

A. General Liability insurance (written on ISO policy form CG 00 01 or equivalent) with limits of not less than the following:

General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

B. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state and for which SGMRC is responsible.

In all cases, the above insurance shall also include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease-policy limit	\$1 million
Disease-each employee	\$1 million

D. Professional Liability insurance covering liability from any error, omission, negligent or wrongful act of SGMRC, its officers, or employees with limits of not less than \$1,000,000 per occurrence and in the aggregate.

6. **TAXES AND ASSESSMENTS.** County shall be responsible for payment of any and all real property taxes and assessments levied against the Property, and SGMRC shall have no responsibility thereof.
7. **TERM OF AGREEMENT.** The term of SGMRC's appointment hereunder shall commence on the date on which County takes title to the Property and, unless earlier terminated, as herein provided, shall continue for fifty-five (55) years. Thereafter, this Management Agreement shall be automatically renewed for successive periods of ten years each unless either party gives notice in writing of its intention not to renew at least one-year prior to the next regular expiration date.

8. **EARLY TERMINATION OF AGREEMENT.**

A. Either party shall have the right to terminate this Management Agreement for cause if, after ninety (90) days' notice of the grounds thereof, the other party has failed to cure such grounds or, in the event the nature of the grounds for termination are such that more than ninety (90) days is required to effect a cure, if within such ninety (90) days the other party has failed to commence such cure and fails to diligently pursue it thereafter.

B. Either party shall have the right to terminate this Management Agreement without cause on one year's advance, written notice to the other party.

9. **ASSIGNMENTS.** Subject to the prior written consent of the County which consent shall not be unreasonably withheld or delayed, SGMRC shall have the right to assign its obligations under this agreement to either a governmental agency or to a non-profit corporation having the power and authority to carry out the purposes hereof. Except as provided herein above to the contrary, neither this Management Agreement nor the rights hereunder may be assigned, nor may the duties hereunder be delegated, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

10. **COVENANT.** In consideration of the appointment referred to in Paragraph 2 herein above, receipt of which is acknowledged hereby, and the SGMRC's agreement to undertake the obligations herein above set forth, SGMRC agrees, on behalf of itself, its successors and assigns, that:

A. SGMRC will maintain the Property during the term of this Agreement in its natural state as open space and will not change or modify the Property or its uses or construct thereon any improvements, including, without limitation overlook areas, without the prior written consent of County. Anything herein to the contrary notwithstanding, the following may be accomplished without such prior consent:

- (1) Such weed abatement or other fire prevention activities as shall be required by the local fire department.
- (2) Installation and maintenance of hiking and/or equestrian trails.

B. Subject to the mutual agreement of the WCB, County, and SGMRC regarding text, design and location, SGMRC shall post signage on the Property to indicate the participation of the WCB and DFG in the County's purchase of the Property, and the SGMRC's management and operation of the property, provided however, that the signage shall display the WCB's logo, as shown on Exhibit B, which is attached hereto and made a part hereof by this reference.

C. At the request of the WCB, not more than once in any calendar year, SGMRC shall make arrangements to allow designated staff of the County, WCB and/or DFG to assess compliance with the terms and conditions of the County's grant agreement with the WCB.

D. In the event that SGMRC is dissolved or shall otherwise cease to exist, this Agreement will terminate.

E. The foregoing shall be a covenant running with the land, binding upon SGMRC, its successors and assigns. If any action be filed to enforce said covenant, the prevailing party shall bear its own costs of suit, including attorney's fees. No termination of SGMRC's appointment as manager of the Property shall, in any manner, affect this covenant.

11. **USE OF COUNTY LOBBYISTS.** SGMRC and each County Lobbyist or County Lobbyist firm as defined in Los Angeles County Code Section 2.160.010, retained by SGMRC, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of SGMRC or any County Lobbyist or County Lobbying firm retained by SGMRC to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

County may, by written notice to SGMRC, immediately terminate the right of SGMRC to proceed under this Agreement if it is found that consideration, in any form, was offered or given by SGMRC, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the SGMRC's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against SGMRC as it could pursue in the event of default by the SGMRC.

SGMRC shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861 or to such other number as may be provided to SGMRC in writing by the County.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

12. **EMPLOYMENT OFFERS TO GAIN PARTICIPANTS.** In the event that SGMRC requires additional and/or replacement personnel after the effective date of this

Agreement, SGMRC shall give consideration for any such employment opportunities to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet SGMRC's minimum qualifications for the open position(s). The County will refer GAIN participants by job category to SGMRC.

13. **COUNTY'S QUALITY ASSURANCE PLAN.** The County or its agent will evaluate SGMRC's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing SGMRC's compliance with all contract terms and performance standards. SGMRC deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and SGMRC. If improvement does not occur consistent with the corrective action measure, the County may terminate this Agreement and impose other penalties as specified in this Agreement.
14. **WARRANTY OF ADHERENCE TO COUNTY CHILD SUPPORT PROGRAM.** SGMRC acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through this Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting SGMRC's duty under this Agreement to comply with all applicable provisions of law, SGMRC warrants that it is now compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246 (b).

Failure of SGMRC to maintain compliance with the requirements set forth in Section 21 "Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by SGMRC under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Agreement.

15. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. SGMRC is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of SGMRC on this or other contracts which indicates that SGMRC is not responsible, the County may, in addition to other remedies provided in this agreement, debar SGMRC from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts SGMRC may have with the County.

C. The County may debar a contractor if the Board finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that SGMRC may be subject to debarment, the County, through the Department of Parks and Recreation, will notify SGMRC in writing of the evidence which is the basis for the proposed debarment and will advise SGMRC of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to

modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors of SGMRC.

H. Throughout the duration of this agreement, SGMRC is obligated to inform the County whether SGMRC (including any of its officers and/or other person(s) on entities which have a controlling interest in SGMRC has been debarred and/or has been listed on any debarment of bidder list maintained by the United States Government, the State, and other local governments. Failure to inform the County may cause the termination of this agreement in its entirety.

16. **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.** SGMRC shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth and is available on the Internet at www.babysafela.org for printing purposes.

17. **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.**

SGMRC acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. SGMRC understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at SGMRC's place of business. SGMRC will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply contractors with the poster to be used.

18. **AMENDMENTS.** This Agreement may be modified, amended or changed only by an instrument in writing signed by the parties hereto or their successors in interest, provided further, that any modification of Paragraph 8 hereof shall become effective only when recorded in the land records of the County in which the Property is located.
19. **RECORDATION.** Upon execution and approval of Agreement, the County shall return one original to SGMRC and submit (1) original for recordation purposes.
20. **NOTICES.** Any notice to be given hereunder shall be in writing and shall be deposited in the U.S. mail, postage prepaid, certified mail, return receipt

requested, addressed as follows:

To: San Gabriel Mountains Regional Conservancy
Attn: Ann Croissant, Ph.D - Director
1323 East Bennett Avenue
Glendora, CA 91741

To: County of Los Angeles
Department of Parks and Recreation
Attn: Director
433 South Vermont Avenue
Los Angeles, CA 90020-1979

Either party may change its address for service of notice by giving written notice thereof to the other party in accordance herewith.

21. **RECYCLED BOND PAPER.** Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, SGMRC agrees to use recycled-content paper to the maximum extent possible on this Contract.
22. **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT.** SGMRC shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.
23. **NONDISCRIMINATION AND AFFIRMATIVE ACTION.**
 - A. SGMRC certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
 - B. SGMRC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment,

upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SGMRC certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

- C. SGMRC certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- D. SGMRC shall allow County representatives access to SGMRC's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by the County.
- E. If the County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that SGMRC has violated the anti-discrimination provisions of this Contract.

24. INDEPENDENT CONTRACTOR STATUS.

- A. This contract is by and between the County and SGMRC and is not intended and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and SGMRC. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- B. SGMRC shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of SGMRC.
- C. SGMRC understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation

liability, solely employees of SGMRC and not employees of the County. SGMRC shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of SGMRC pursuant to this Contract.

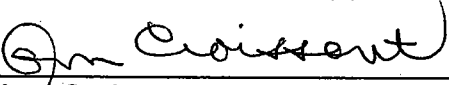
25. EMPLOYMENT ELIGIBILITY VERIFICATION. SGMRC warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. SGMRC shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. SGMRC shall retain all such documentation for all covered employees for the period prescribed by law. SGMRC shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against SGMRC or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

26. NO PRESUMPTION RE: DRAFTER. The parties acknowledge and agree that the terms and provisions of the Contract have been negotiated and discussed between the parties and their attorneys, and this Contract reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be appropriate to deem any party to be the drafter of this Contract, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Contract.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized officials on the dates indicated below.

**SAN GABRIEL MOUNTAINS
REGIONAL CONSERVANCY**

By: 
Ann Croissant, Director 3-10-05

COUNTY OF LOS ANGELES

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer - Clerk of
The Board of Supervisors

By: _____
Chair, Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.
County Counsel

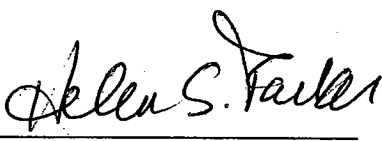
By: 
Deputy

EXHIBIT A-2

Muntz Property

Legal Description

PARCEL 1:

THAT PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 8 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 29, SAID POINT MARKED BY A COUNTY ENGINEER'S MONUMENT AS SHOWN ON COUNTY SURVEYOR'S MAP B-2625;

THENCE SOUTH 89° 00' 13" WEST, 168.95 FEET ALONG THE NORTH LINE OF THE SAID SOUTHWEST QUARTER TO THE TRUE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 89° 00' 13" WEST ALONG SAID NORTH LINE, 455.09 FEET TO A POINT THAT IS NORTH 89° 00' 13" EAST, 660.00 FEET FROM THE NORTHWEST CORNER OF SAID EAST HALF OF THE SAID SOUTHWEST QUARTER.

THENCE SOUTH 00° 25' 19" WEST PARALLEL TO THE WEST LINE OF THE SAID EAST HALF OF THE SAID SOUTHWEST QUARTER, 660.00 FEET;

THENCE SOUTH 89° 00' 13" WEST, 150.00 FEET;

THENCE SOUTH 29° 00' 00" EAST, 110.00 FEET;

THENCE SOUTH 15° 00' 00" EAST, 285.00 FEET;

THENCE SOUTH 32° 00' 00" WEST, 182.00 FEET;

THENCE SOUTH 03° 00' 00" EAST, 240.00 FEET;

THENCE SOUTH 38° 00' 00" WEST, 126.00 FEET;

THENCE SOUTH 13° 00' 00" WEST, 250.00 FEET;

THENCE SOUTH 19° 04' 40" EAST, 251.62 FEET TO THE LOS ANGELES COUNTY FLOOD CONTROL PROPERTY AS SHOWN ON COUNTY FLOOD MAP 20050-3;

THENCE NORTH 64° 55' 18" EAST, 138.06 FEET ALONG SAID COUNTY PROPERTY;

THENCE NORTH 79° 15' 56" EAST, 82.49 FEET ALONG SAID COUNTY PROPERTY;

THENCE NORTH 03° 07' 19" WEST, 100.79 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 85° 20' 07" EAST, 48.18 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 08° 04' 37" WEST, 60.50 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 81° 55' 23" EAST, 35.84 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 09° 54' 28" WEST, 120.36 FEET ALONG SAID COUNTY PROPERTY;

THENCE NORTH 80° 05' 32" WEST, 31.47 FEET ALONG SAID COUNTY PROPERTY;

THENCE NORTH 08° 04' 37" EAST, 17.85 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 60° 40' 32" WEST, 66.50 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 04° 06' 00" EAST, 397.30 FEET ALONG SAID COUNTY PROPERTY;

THENCE SOUTH 51° 02' 46" WEST, 129.31 FEET THE NORTH LINE OF THAT PROPERTY OWNED BY THE LOS ANGELES DEPARTMENT OF WATER AND POWER DESCRIBED IN INSTRUMENT NO. 93-605911;

THENCE NORTH 89° 26' 10" EAST ALONG SAID NORTH LINE, 259.11 FEET TO THE WEST LINE OF THAT PROPERTY DESCRIBED IN BOOK 42449, PAGE 185, OF DEEDS RECORDED ON AUGUST 13, 1953;

THENCE NORTH 34° 59' 42" WEST ALONG SAID WEST LINE, 79.97 FEET;
THENCE NORTH 01° 41' 58" EAST ALONG SAID WEST LINE, 133.11 FEET;
THENCE NORTH 19° 48' 32" WEST ALONG SAID WEST LINE, 155.09 FEET;
THENCE NORTH 09° 54' 28" EAST ALONG SAID WEST LINE, 348.51 FEET;
THENCE NORTH 33° 47' 58" EAST ALONG SAID WEST LINE, 242.18 FEET;
THENCE NORTH 18° 06' 28" EAST ALONG SAID WEST LINE, 135.32 FEET;
THENCE NORTH 08° 00' 13" EAST ALONG SAID WEST LINE, 623.81 FEET;
THENCE NORTH 30° 34' 58" EAST ALONG SAID WEST LINE, 204.61 FEET;
THENCE NORTH 05° 12' 47" WEST ALONG SAID WEST LINE, 562.34 FEET;
THENCE NORTH 02° 24' 02" WEST ALONG SAID WEST LINE, 86.32 FEET;
THENCE NORTH 00° 41' 58" EAST, 57.64 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS SHOWN AS PARCEL 1 ON THAT CERTAIN CERTIFICATE OF COMPLIANCE "99-0137", RECORDED AUGUST 25, 2000 AS INSTRUMENT NO. 00-1339674.

PARCEL 2:

AN EASEMENT FOR WATER PUMP PURPOSES AND RIGHTS INCIDENTAL THERETO OVER THE NORTH 50 FEET OF THE WEST 50 FEET OF PARCEL 2 AS SHOWN ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED APRIL 22, 1999 AS INSTRUMENT NO. 99-704261, RECORDS OF SAID LOS ANGELES COUNTY.

PARCEL 3:

AN EASEMENT FOR INGRESS AND EGRESS, WATERLINE AND ELECTRIC LINE PURPOSES OVER A STRIP OF LAND, 30 FEET IN WIDTH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL 2 AS SHOWN ON THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED APRIL 22, 1999 AS INSTRUMENT NO. 99-704261; THENCE S00°25'19"W, 69.32 FEET ALONG THE EAST LINE OF SAID PARCEL 2 TO THE TRUE POINT OF BEGINNING; THENCE S29°56'22"W, 263.50 FEET; THENCE S48°52'01"W, 130.99 FEET; THENCE N89°59'17"W, 403.71 FEET TO A POINT; THENCE N00°14'55"E, 372.74 FEET TO THE NORTH LINE OF SAID PARCEL 2.

22.59 acres ±

EXHIBIT A-3

Robinson Property

Legal Description

PARCEL A:

PARCELS 1 AND 2 OF PARCEL MAP NO. 20401, IN THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 270, PAGES 1 THROUGH 3 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL A1:

AN EASEMENT FOR INGRESS AND EGRESS AND FOR UTILITY PURPOSES OVER THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF LOT "A", TRACT 8550, IN THE CITY OF LA VERNE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 79 PAGE 82 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE SOUTH 00° 42' 30" WEST 350.02 FEET; THENCE SOUTH 88° 44' 30" WEST 130.00 FEET; THENCE SOUTH 00° 42' 30" WEST 90.26 FEET; THENCE SOUTH 88° 44' 30" WEST 65.69 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 16° 19' 32" EAST 20.71 FEET; THENCE SOUTH 88° 44' 30" WEST 62.14 FEET; THENCE NORTH 16° 19' 32" WEST 20.71 FEET; THENCE NORTH 88° 44' 30" EAST 62.14 FEET TO THE TRUE POINT OF BEGINNING.

28.29 acres ±

EXHIBIT B

(WCB Logo)

